Undersigned:
Karl Burden – EL Bey™
C/O 804 Grimes Road, Hampton, Virginia
Non-domestic without the U.S.

THIS IS A PRIVATE COMMUNICATION BETWEEN THE PARTIES
NOTICE TO AGENT IS NOTICE TO PRINCIPAL *** NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

NOTICE

CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE

And REQUEST TO ABATE PUBLIC PROCEEDINGS INCLUDING BUT NOT LIMITED TO hearing dated: February 3, 2021 Case #4:20-CR=00017 In the United States District Court for the Eastern District of Virginia Newport New Criminal Court

Date: October 5, 2020

Respondents: G. Zachary Terwilliger, Francesca L. Bartolomey, and Grace E. Albinson Prosecuting District Attorneys
United States Department of Justice, Tax Division
Southern Criminal Enforcement Section
150 M. Street, N.E.
4 Constitution Square, Mail Stop: 1.1505
Washington, D.C. 20002

Certified Mail # 70191640000050378483

Re: Request to appear dated: **22, October 2020 And REQUEST TO ABATE PUBLIC PROCEEDINGS, And Notice of Counterclaim**

COMES NOW, Karl Burden – EL Bey™. Secured Party Creditor and Executive Trustee for the private trust Known as Carl L. Burden©, any derivatives and variations in the use and or spelling thereof, hereafter "Defendant".

The undersigned received correspondence regarding "Plea offer in United States v. Carl L. Burden (4:20-cr-17) dated: June 9, 2020 a copy attached hereto and incorporated herein by reference as

"Exhibit A.", hereafter :OFFER from G. Zachary Terwilliger, Francesca L. Bartolomey, and Grace E. Albinson, Attorneys for the United States hereafter Respondents.

The undersigned conditionally accepts the Respondents OFFER upon proof of claim that:

1. This matter was not setoff, settled and closed on October 16th, 2020 and or any other dates thereafter or before when Undersigned Accepted for Value, Returned for Value, for setoff, settlement, and Closure of all Charges.

At this time the Undersigned is requesting abatement of your public proceedings processes, including but not limited to the hearing of October 22, 2020 at 10:00 a.m., pending the outcome of the Counterclaim that is attached hereto and contained herein as "Exhibit B" hereinafter. You may reach the Undersigned at phone number supra. Please advise the Undersigned of Respondent's acceptance of the Undersigned's request for abated that the matter is abatement of Respondent's process due to the matter being settled and further consideration of the matter does not constitute barratry on the court and an attempt to stultify the creditor. If the Undersigned does not hear from Respondents to the contrary in writing, it is agreed that the matter is abated pursuant to the terms and conditions of this letter.

Respondents has ten (10) days from receipt of this **CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE**, hereafter "NOTICE", and the enclosed **AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT**, hereafter "AFFIDAVIT", to respond on a point-by-point basis, via sworn affidavit, under Respondent's full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response. If an extension of time is needed by the Respondents to properly answer, please request said time extension in writing to the Undersigned. All responses must be mailed to the Undersigned through the third-party witness and address given below.

Sincerely.

Authorized Representative

Please direct response to:
Karl Burden – EL Bey™
c/o 804 Grimes Road
Hampton, Virginia
Non-domestic without the U.S.

Cc:

Attachments: Exhibits C – Affidavit of Common Law Trademark, D – General Power of Attorney

U.S.P.S. First Class Pre – Paid Mail

AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT

The Undersigned Affiant Karl Burden – EL Bey™, hereafter "Affiant", does solemnly affirm, declare and state as follows:

1. Affiant is competent to state the matters set forth herein;

2. Affiant has knowledge of the facts stated herein;

3. All the facts herein stated are true, correct and complete, admissible as evidence. If called upon as a witness, Affiant will testify to their Veracity;

4. Tender for setoff, settlement, and closure of an obligation tendered and refused is not a debt discharged [UCC 3-603" If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is a discharge, to the extent of the amount of the tender."] making further public prosecution moot;

5. Affiant is the only Authorized Representative of the Defendant Carl L. Burden, [" A legal entity dba Carl Burden©"] any derivatives and variations in the use and or spelling thereof;

6. Respondents to be personally converted on all liability as surety in the listed terms of notices for use of the Copyright/Tradename of Carl L. Burden© dba CARL BURDEN© in this matter to Secured Party

7. Respondents are agents of an executive department and branch within the government, which requires the written approval of the United States appointed leaders as follows:

 a. Donald J. Trump, Oath officer, executive Power, and President of the United States of America
 b. All members of Congress, the legislators, Law makers, and the approving authority for the United States of America
 c. William P. Barr, Attorney General and Chief Law Enforcement Officer of the United States of America
 d. Steven Mnuchin, Secretary of the Treasury and Banker for the United States
 e. Michael E. Vorowitz, Inspector General and chief investigator for the United States of America

8. Failing to accept the Undersighed's acceptance of the original charging instrument (Which is accepted for Value, returned for Value) does not constitute incurring personally all liability or damages for the Undersigned/defendant for non-appearance and **any refusal in whole or in part of this Counterclaim must be in writing.**

FURTHER AFFIANT SAYETH NOT

Karl Burden - EL Bey
c/o 804 Grimes Road
Hampton Virginia
Non-domestic without the US

NOTICE TO ACCEPT YOUR OFFER TO AMEND INDICTIMENT / CONDITIONAL ACCEPTANCE

NOTIVE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO AGENT
(Applicable to all Successors and Assigns)

Date: October 13, 2020

To: Fernando Galindo, Clerk of Court

UNITED STATES DISTRICT
Newport News Division
2400 West Avenue
Newport News, VA 23607

Re: **Accepting Order to move Case and Conditional Acceptance of David J. Novak decisions of the Court (CARL L. BURDEN)**

Case #4:20-CR-00017

Dear Sir:

Thank you very much for your offer to preside over this matter. I'm confident the clerk of the court would not offer to appoint a Judge (David J. Novak) (officer of the court) such as you unless they were of the highest caliber. As you are aware that a Notice was given that you are either to Recuse yourself as of October 6, 2020 for rights violations or the Undersigned conditionally accepts your offer as an Article III Public Official of the Defendant CARL L. BURDEN® and Public Judicial Article III courts on the condition that:

1. You accept private asset compensation payments, and:
2. You accept failure to honor Oath of Office results in commercial liability to Secured Party based on the fee schedule, and:
3. Use only Judicial Common Law actions in settlement, and closure, and:
4. Be personally converted on all liability as surety for the Defendant, and:

NOTICE: Copyright of tradename/trademark CARL LINWOODBURDEN ® including any and all directives and variations in the spelling and use thereof, i.e. NOT limited to all capitalized names: under Copyright 1973]. by Karl Burden EL Bey which incur the same. All rights reserved. Said common-law/trade-name/trademark, CAR BURDEN® I may neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgment of the stated above. All fiduciary relationships shall be governed by the Fiduciary – shield Doctrine.

5. You provide evidence on court records that use of a copyright© tradename /trademark without authorization not prejudice, and:
6. You provide evidence on the records of the court that you did not trespassed upon the rights in this matter, and:
7. This court approves said terms and conditions 1-7 herein in writing prior to any acceptance by the Undersigned authorized representative.

This notice to you and the court is to conditionally accept your offer change the Indictment you approved on 10/05/2020 as follows:

1. I conditionally accept your offer of the above date to change the Indictment in this matter on conditions that you provide evidence on the records that you should not Recuse yourself for Prejudice and violations of Rights.
2. I conditionally accept your offer to change the Indictment on conditions that you provide on the records of the court that Karl Burden – El Bey is a Corporation and not a Native man.
3. I conditionally accept your offer to GRANT the Agents permission to use the copyright trademark/tradename Carl L. Burden on conditions that the Native Man is not there to setoff, settle and close out the account (case) and also request adjournment of 10 days so that I can complete the Process of the administrative process which is done by mail and the Government's Agents be required to respond to their CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE and AFFIDAVIT in the allotted time.
4. I conditional accept your offer of Statement and acceptance in the records of the court the Agents of the Government alleged statements as facts on conditions the you provide evidence on the court records that they followed a chain of custody in February 2020 to September 2020 when they filed for change in the indictment.
5. I conditional accept you offer of evidence in the Government's Agents statement of their discover after the Grand Jury indictment on conditions that they did not commit Perjury and bring Fraud upon the court.
6. I conditionally accept the Agent's Filings, Statements, and filing of Briefs in this matter on conditions that they are in Affidavit form as evidence in the courts records and not just statements.
7. I conditionally accept your offer of the STANDARD OF REVIEW, ANALYSIS AND CONCLUCION, and your acceptance and use of all on conditions that your decisions were not Predujice and you did not violate your Oath of office when you accept charging a Corporation, not a man in your Amendment Grant.

This **NOTICE CONDITIONAL ACCEPTANCE** is intended as a complete exclusive statement of the terms of the agreement between the parties as a "**FINAL EXPRESSION IN A RECORD**" as it relates to the appointment/assignment of any Article III Judicial Judges, Officers and Agents or not, of any Article III Judicial courts in this matter.

NOTICE: Copyright of tradename/trademark CARL LINWOODBURDEN ® including any and all directives and variations in the spelling and use thereof, i.e. NOT limited to all capitalized names: under Copyright 1973]. by Karl Burden EL Bey which incur the same. All rights reserved. Said common-law/trade-name/trademark, CAR BURDEN® I may neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgment of the stated above. All fiduciary relationships shall be governed by the Fiduciary – shield Doctrine.

Please exercise ordinary care, as the party entitled to enforce these instruments, to ensure that All debt or credit transactions ledgered to account CARL L. BURDEN®, including any derivative and variations in the use and spellings thereof are done do in the best interest of the United States Treasury.

Thank you for your consideration, and I look forward to a relationship that is mutually Beneficial to all parties involved.

Sincerely

Without Prejudice UCC 1-308

By:_____

Karl Burden – EL Bey, Authorized Representative

Karl Burden - EL Bey
c/o 804 Grimes Road
Hampton Virginia
Non-domestic without the US

NOTICE: Copyright of tradename/trademark CARL LINWOODBURDEN ® including any and all directives and variations in the spelling and use thereof, i.e. NOT limited to all capitalized names: under Copyright 1973]. by Karl Burden EL Bey which incur the same. All rights reserved. Said common-law/trade-name/trademark, CAR BURDEN® I may neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgment of the stated above. All fiduciary relationships shall be governed by the Fiduciary – shield Doctrine. pg. ___

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF VIRGINIA

Newport News Division

UNITED STATES OF AMERICA,

v. Criminal No. 4:20cr17 (DJN)

KARL BURDEN-EL BEY,
Defendant.

ORDER

This matter comes before the Court on its own initiative. Trial for this matter is currently scheduled to begin with jury selection on February 1, 2021, in the Newport News Courthouse. However, the Court is considering rescheduling all proceedings to take place in the undersigned's courtroom at the Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, Courtroom 6300, in Richmond, Virginia. Accordingly, the Court hereby ORDERS the parties to file a document setting forth whether they have an objection to rescheduling all proceedings in this case to take place in Richmond, Virginia. To the extent a party has such an objection, that party is further ORDERED to state the basis for the objection. The parties shall file their respective positions by October 16, 2020.

With respect to pretrial management, the Court is taking additional steps to alleviate some of the concerns associated with COVID-19 and civil unrest, and to reduce the likelihood of requiring an in-person visit to our Courthouse for a juror whose service may be deferred to a later date based on current circumstances. Specifically, the Court will be sending a questionnaire to all prospective jurors that the parties and the Court will use to strike jurors for cause without their physical presence. To prepare a questionnaire for this case, the Court hereby DIRECTS the Clerk to file the attached sample questionnaire as a separate entry on the docket. Based on the

format of the sample questionnaire, the Court hereby ORDERS the parties to file not later than October 23, 2020, proposed questions for the section of the questionnaire titled "Case-Specific Questions," as well as any specific objections to the questions under the remaining sections. Each party shall have until October 24, 2020, to file objections to the other party's proposed questions, and the Court will rule on those objections in issuing a final questionnaire to be sent to the panel of prospective jurors.

After the Court receives the responses to the jury questionnaires, copies of the responses will be provided to counsel. The Court will then hear strikes for cause based on the questionnaire responses during the final pretrial conference. Further information on the jury selection process will be shared with counsel in the coming weeks.

Let the Clerk file a copy of this Order electronically and notify all counsel of record.

It is so ORDERED.

/s/
David J. Novak
United States District Judge

Richmond, Virginia
Date: October 6, 2020

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was mailed first-class, postage pre-paid, U.S. District Court Clerk office, 2400 West Avenue, Newport News, Virginia Republic 23607-0000 on October `16th, 2020

Without Prejudice, UCC 1-308

By: _____®

Karl Burden - EL Bey, POA, Principal and the paramount Security Interest Holder, For CARL L. BURDEN

ALL RIGHTS RESERVED

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FURTHER AFFIANT SAYETH NOT

Commercial Affidavit Oath and Verification

Virginia Republic)

) affirmed and subscribed

~~Newport News~~)
Hampton

I, Karl Burden – EL Bey, Secured Party Creditor, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, affirm, state, and declare under penalty of perjury under the

Karl Burden – EL Bey, Secured Party Creditor
ALL RIGHTS RESERVED

JURAT

State of Virginia)

) ss:

~~Newport News~~)
Hampton

ON THIS 16 DAY of October, 2020 before me,

The undersigned Notary Public, personally appeared Karl Burden - EL Bey

And provided satisfactory evidence that he was that individual man. In my presence he executed the foregoing instrument for the purposes stated therein and acknowledged that said execution was by his free act and deed

Seal

Witness my hand and official seal.

DANIEL R TASILLO
NOTARY PUBLIC
REGISTRATION # 7723796
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
SEPTEMBER 30, 2021

NOTICE: Copyright of tradename/trademark CARL LINWOODBURDEN ® including any and all directives and variations in the spelling and use thereof, i.e. NOT limited to all capitalized names: under Copyright 1973]. by Karl Burden EL Bey which incur the same. All rights reserved. Said common-law/trade-name/trademark, CAR BURDEN® I may neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgment of the stated above. All fiduciary relationships shall be governed by the Fiduciary – shield Doctrine. pg. ___

Undersigned:
Karl Burden – EL Bey™
C/O 804 Grimes Road, Hampton, Virginia
Non-domestic without the U.S.

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NOTICE TO AGENT IS NOTICE TO PRINCIPAL *** NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

NOTICE

CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE

And REQUEST TO ABATE PUBLIC PROCEEDINGS INCLUDING BUT NOT LIMITED TO hearing dated: February 3, 2021 Case #4:20-CR=00017
In the United States District Court for the Eastern District of Virginia
Newport New Criminal Court

Date: October 13, 2020

Respondents: David J. Novak, United States District Judge
UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Certified Mail # 70191640000050378490

Re: Request to appear dated: **29, October 2020 And REQUEST TO ABATE PUBLIC PROCEEDINGS, And Notice of Counterclaim**

COMES NOW, Karl Burden – EL Bey®. Principal and the Paramount Security Interest Holder on all matters concerning my Corporation and private trust Known as Carl L. Burden©, any derivatives and variations in the spelling and use thereof, hereafter alleged "Defendant".

The undersigned received correspondence regarding "MEMORAND ORDER in United States v. CARL L. BURDEN (4:20-cr-17) dated: October 5, 2020 a copy attached hereto and incorporated

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herein by reference as "Exhibit A.", hereafter :ORDER from David J. Novak, United States Judge for the United States hereafter Respondents.

The undersigned conditionally accepts the Respondents OFFER upon proof of claim that:

1. This matter was not setoff, settled and closed on October 26th, 2020 and or any other dates thereafter or before when Undersigned Accepted for Value, Returned for Value, for setoff, settlement, and Closure of all Charges.

At this time the Undersigned is requesting abatement of your public proceedings processes, including but not limited to the hearing of October 29th, 2020 at 10:00 a.m., pending the outcome of the Counterclaim that is attached hereto and contained herein as "Exhibit B" hereinafter. You may reach the Undersigned at phone number supra. Please advise the Undersigned of Respondent's acceptance of the Undersigned's request for abated that the matter is abatement of Respondent's process due to the matter being settled and further consideration of the matter does not constitute barratry on the court and an attempt to stultify the creditor. If the Undersigned does not hear from Respondents to the contrary in writing, it is agreed that the matter is abated pursuant to the terms and conditions of this letter.

Respondents has ten (10) days from receipt of this **CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE**, hereafter "NOTICE", and the enclosed **AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT**, hereafter "AFFIDAVIT", to respond on a point-by-point basis, via sworn affidavit, under Respondent's full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response. If an extension of time is needed by the Respondents to properly answer, please request said time extension in writing to the Undersigned. All responses must be mailed to the Undersigned through the third-party witness and address given below.

Sincerely.

Without Prejudice UCC 1-308



Authorized Representative

Please direct response to:
Karl Burden – EL Bey®
c/o 804 Grimes Road
Hampton, Virginia
Non-domestic without the U.S.

CC:

Attachments: Exhibits A, B, C

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U.S.P.S. First Class Pre – Paid Mail

AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT

The Undersigned Affiant Karl Burden – EL Bey©, hereafter "Affiant", does solemnly affirm, declare and state as follows:

1. Affiant is competent to state the matters set forth herein;

2. Affiant has knowledge of the facts stated herein;

3. All the facts herein stated are true, correct, and complete, admissible as evidence. If called upon as a witness, Affiant will testify to their Veracity;

4. Tender for setoff, settlement, and closure of an obligation tendered and refused is not a debt discharged [UCC 3-603" If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is a discharge, to the extent of the amount of the tender."] making further public prosecution moot;

5. Affiant is the only Authorized Representative of the Defendant Carl L. Burden, [" A legal entity dba Carl Burden©"] any derivatives and variations in the use and or spelling thereof;

6. Respondent to be personally converted on all liability as surety in the listed terms of notices for use of the Copyright/Tradename of Carl L. Burden® dba CARL BURDEN® in this matter to principal and the paramount Security interest holder on all matters concerning his Corporation

7. Respondent is an legislative appointee of an executive branch within the government, which requires approval and the acceptance of an Oath of Office prior to taking his office by the United States appointed leaders as follows:

 a. Donald J. Trump, Oath officer, executive Power and appointment, and President of the United States of America
 b. Members of Congress, legislators, Law makers, and approving authority for the United States of America
 c. John Roberts, Chief justice, U.S. Supreme Court of the United States of America

8. Failing to accept the Undersigned's acceptance of the original charging instrument (Which is accepted for Value, returned for Value) does not constitute incurring personally all liability or damages for the Undersigned/defendant for non-appearance and **any refusal in whole or in part of this Counterclaim must be in writing.**

FURTHER AFFIANT SAYETH NOT

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Karl Burden - EL Bey
c/o 804 Grimes Road
Hampton Virginia
Non-domestic without the US

NOTICE TO ACCEPT YOUR OFFER TO AMEND INDICTIMENT / CONDITIONAL ACCEPTANCE

NOTIVE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO AGENT
(Applicable to all Successors and Assigns)

Date: October 13, 2020

To: Fernando Galindo, Clerk of Court

UNITED STATES DISTRICT
Newport News Division
2400 West Avenue
Newport News, VA 23607

Re: **Accepting Order to move Case and Conditional Acceptance of David J. Novak decisions of the Court (CARL L. BURDEN)**

Case #4:20-CR-00017

Dear Sir:

Thank you very much for your offer to preside over this matter. I'm confident the clerk of the court would not offer to appoint a Judge (David J. Novak) (officer of the court) such as you unless they were of the highest caliber. As you are aware that a Notice was given that you are either to Recuse yourself as of October 6, 2020 for rights violations or the Undersigned conditionally accepts your offer as an Article III Public Official of the Defendant CARL L. BURDEN® and Public Judicial Article III courts on the condition that:

1. You accept private asset compensation payments, and:
2. You accept failure to honor Oath of Office results in commercial liability to Secured Party based on the fee schedule, and:
3. Use only Judicial Common Law actions in settlement, and closure, and:
4. Be personally converted on all liability as surety for the Defendant, and:

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5. You provide evidence on court records that use of a copyright© tradename /trademark without authorization not prejudice, and:
6. You provide evidence on the records of the court that you did not trespassed upon the rights in this matter, and:
7. This court approves said terms and conditions 1-7 herein in writing prior to any acceptance by the Undersigned authorized representative.

This notice to you and the court is to conditionally accept your offer change the Indictment you approved on 10/05/2020 as follows:

1. I conditionally accept your offer of the above date to change the Indictment in this matter on conditions that you provide evidence on the records that you should not Recuse yourself for Prejudice and violations of Rights.
2. I conditionally accept your offer to change the Indictment on conditions that you provide on the records of the court that Karl Burden – El Bey is a Corporation and not a Native man.
3. I conditionally accept your offer to GRANT the Agents permission to use the copyright trademark/tradename Carl L. Burden on conditions that the Native Man is not there to setoff, settle and close out the account (case) and also request adjournment of 10 days so that I can complete the Process of the administrative process which is done by mail and the Government's Agents be required to respond to their CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE and AFFIDAVIT in the allotted time.
4. I conditional accept your offer of Statement and acceptance in the records of the court the Agents of the Government alleged statements as facts on conditions the you provide evidence on the court records that they followed a chain of custody in February 2020 to September 2020 when they filed for change in the indictment.
5. I conditional accept you offer of evidence in the Government's Agents statement of their discover after the Grand Jury indictment on conditions that they did not commit Perjury and bring Fraud upon the court.
6. I conditionally accept the Agent's Filings, Statements, and filing of Briefs in this matter on conditions that they are in Affidavit form as evidence in the courts records and not just statements.
7. I conditionally accept your offer of the STANDARD OF REVIEW, ANALYSIS AND CONCLUCION, and your acceptance and use of all on conditions that your decisions were not Predujice and you did not violate your Oath of office when you accept charging a Corporation, not a man in your Amendment Grant.

This **NOTICE CONDITIONAL ACCEPTANCE** is intended as a complete exclusive statement of the terms of the agreement between the parties as a "**FINAL EXPRESSION IN A RECORD**" as it relates to the appointment/assignment of any Article III Judicial Judges, Officers and Agents or not, of any Article III Judicial courts in this matter.

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Please exercise ordinary care, as the party entitled to enforce these instruments, to ensure that All debt or credit transactions ledgered to account CARL L. BURDEN®, including any derivative and variations in the use and spellings thereof are done do in the best interest of the United States Treasury.

Thank you for your consideration, and I look forward to a relationship that is mutually Beneficial to all parties involved.

Sincerely

Without Prejudice UCC 1-308

By:_____

Karl Burden – EL Bey, Authorized Representative

Karl Burden - EL Bey
c/o 804 Grimes Road
Hampton Virginia
Non-domestic without the US

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NOTICE TO ACCEPTED OFFER TO AMEND INDICITMENT / CONDITIONAL ACCEPTANCE

NOTIVE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO AGENT
(Applicable to all Successors and Assigns)

Date: October 13, 2020

To: Fernando Galindo, Clerk of Court

UNITED STATES DISTRICT
Newport News Division
2400 West Avenue
Newport News, VA 23607

Re: **Accepting Offer to Amend Indictment and Conditional Acceptance of David J. Novak decisions of the Court (CARL L. BURDEN)**

Case #4:20-CR-00017

Dear Sir:

Thank you very much for your offer to preside over this matter. I'm confident the clerk of the court would not offer to appoint a Judge (David J. Novak) (officer of the court) such as you unless they were of the highest caliber. As you are aware that a Notice was given that you are either to Recuse yourself as of October 6, 2020 for rights violations or the Undersigned conditionally accepts your offer as an Article III Public Official of the Defendant CARL L. BURDEN® and Public Judicial Article III courts on the condition that:

1. You accept private asset compensation payments, and:
2. You accept failure to honor Oath of Office results in commercial liability to Secured Party based on the fee schedule, and:
3. Use only Judicial Common Law actions in settlement, and closure, and:
4. Be personally converted on all liability as surety for the Defendant, and:
5. You provide evidence on court records that use of a copyright© tradename /trademark without authorization not prejudice, and:
6. You provide evidence on the records of the court that no Trespassed of rights occur in this matter, and:
7. This court approves said terms and conditions 1-7 herein in writing prior to any acceptance by the Undersigned authorized representative.

NOTICE: Copyright of tradename/trademark CARL LINWOODBURDEN ® including any and all directives and variations in the spelling and use thereof, i.e. NOT limited to all capitalized names: under Copyright 1973]. by Karl Burden EL Bey which incur the same. All rights reserved. Said common-law/trade-name/trademark, CAR BURDEN® I may neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgment of the stated above. All fiduciary relationships shall be governed by the Fiduciary – shield Doctrine.

This notice to you and the court is to conditionally accept your offer of the MEMORANDUM ORDER you approved on 10/05/2020 as follows:

1. I conditionally accept your offer of the above date and rescheduling all proceedings to take place in Richmond, Virginia on conditions that you provide evidence on the records that you should not Recuse yourself for Prejudice and violations of Rights.
2. I conditionally accept your offer to be in Richmond, Virginia on conditions that you provide on the records of the court that Karl Burden – El Bey is a Corporation and not a Native man.
3. I conditionally accept your offer to state the basis for objection and conditioned upon on conditions that the Native Man is not there to setoff, settle and close out the account (case) and also request adjournment of 10 days so that I can complete the Process of the administrative process which is done by mail and the Government's Agents be required to respond to their CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE and AFFIDAVIT in the allotted time.

This **NOTICE CONDITIONAL ACCEPTANCE** is intended as a complete exclusive statement of the terms of the agreement between the parties as a "**FINAL EXPRESSION IN A RECORD**" as it relates to the appointment/assignment of any Article III Judicial Judges, Officers and Agents or not, of any Article III Judicial courts in this matter.

Please exercise ordinary care, as the party entitled to enforce these instruments, to ensure that All debt or credit transactions ledgered to account CARL L. BURDEN®, including any derivative and variations in the use and spellings thereof are done do in the best interest of the United States Treasury.

Thank you for your consideration, and I look forward to a relationship that is mutually Beneficial to all parties involved.

Sincerely

Without Prejudice UCC 1-308

By: Karl Burden EL Bey

Karl Burden – EL Bey, Authorized Representative

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NOTICE TO ACCEPTED MEMORANDUM OFFER TO CHANGE INDICTMENT / CONDITIONAL ACCEPTANCE

NOTIVE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO AGENT
(Applicable to all Successors and Assigns)

Date: October 13, 2020

To: Fernando Galindo, Clerk of Court

UNITED STATES DISTRICT
Newport News Division
2400 West Avenue
Newport News, VA 23607

Re: **Accepting Memorandum Offer and Conditional Acceptance of David J. Novak decisions of the Court (CARL L. BURDEN)**

Case #4:20-CR-00017

Dear Sir:

Thank you very much for your offer to preside over this matter. I'm confident the clerk of the court would not offer to appoint a Judge (David J. Novak) (officer of the court) such as you unless they were of the highest caliber. As you are aware that a Notice was given that you are either to Recuse yourself as of October 6, 2020 for rights violations or the Undersigned conditionally accepts your offer as an Article III Public Official of the Defendant CARL L. BURDEN® and Public Judicial Article III courts on the condition that:

1. You accept private asset compensation payments, and:
2. You accept failure to honor Oath of Office results in commercial liability to Secured Party based on the fee schedule, and:
3. Use only Judicial Common Law actions in settlement, and closure, and:
4. Be personally converted on all liability as surety for the Defendant, and:
5. You provide evidence on court records that use of a copyright© tradename /trademark without authorization not prejudice, and:
6. You provide evidence on the records of the court that no

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Trespassed of rights occur in this matter, and:

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Sincerely

Without Prejudice UCC 1-308

By: Karl Burden-El Bey

Karl Burden – EL Bey, Authorized Representative

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FURTHER AFFIANT SAYETH NOT

Commercial Affidavit Oath and Verification

Virginia Republic)

) affirmed and subscribed

~~Newport News~~)
Hampton

I, Karl Burden – EL Bey, Secured Party Creditor, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, affirm, state, and declare under penalty of perjury under the

Karl Burden – EL Bey, Secured Party Creditor
ALL RIGHTS RESERVED

JURAT

State of Virginia)

) ss:

~~Newport News~~)
Hampton

ON THIS 16 DAY of October, 20 20 before me,

The undersigned Notary Public, personally appeared Karl Burden - El Bey

And provided satisfactory evidence that he was that individual man. In my presence he executed the foregoing instrument for the purposes stated therein and acknowledged that said execution was by his free act and deed

Seal

Witness my hand and official seal.

DANIEL R TASILLO
NOTARY PUBLIC
REGISTRATION # 7723796
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
SEPTEMBER 30, 2021

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ATTN: Fernando Galindo, Clerk of Court
UNITED STATES DISTRICT COURT
Newport News DIVISION
2400 West Avenue
Newport News, VA